

# Solicitation for Proposal (SFP)

**California Workforce Investment Board  
Innovative Transitions Youth Grant**

**IMPROVING TRANSITION OUTCOMES FOR  
YOUTH WITH DISABILITIES**

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## SECTION I - INTRODUCTION

### A. General Information

The California Workforce Investment Board (CWIB) invites you to submit a proposal for the following purpose and in accordance with each of the terms and conditions in this Solicitation for Proposal (SFP). The Agreement will be awarded based on the competitiveness of the proposals; therefore, your proposal must be carefully and correctly prepared as described in this SFP.

### B. Grant Overview

The California Workforce Investment Board (CWIB) requests applications for Demonstration Projects from applicants with a track record of providing services to youth with disabilities, employer services connected to workforce development, and that can leverage existing dollars to Improve Transitional Outcomes For Youth with Disabilities.

#### Description

##### Eligible Applicants

1. Local Workforce Investment Boards (Local Boards) and/or local Youth Councils and One-Stop Career Centers operating under Workforce Investment Act (WIA) authority are eligible to apply.
2. Local educational institutions and community-based organizations with experience serving youth with disabilities may apply directly with the written endorsement of the local WIA area board, One-stop, and/or local youth council.

Note: Applicant agencies should have partnerships with agencies, organizations, including employer organizations serving youth with disabilities.

### C. Total Awards

Local Demonstration sites will be selected to serve a total 360 youth with disabilities in the targeted age range of 16-24.

The State's grant with the Office of Disability Employment Policy (ODEP) is a five-year award based on successful performance in the first year and the availability of funds. Demonstration projects will be funded accordingly at a total of \$204,000 in the first grant cycle with a potential for \$360,000 per year for years two through five.

#### Total # of grants to be awarded - 3

Maximum award per demonstration project for year one is \$68,000 and \$120,000 in years two through five.

#### Local Demonstrations Funding Cycle:

Grant Period	Funding Availability	Comment
08/01/04-09/30/04	\$204,000	No Cost Extension may be sought based on ODEP approval
10/01/04-09/30/08	\$360,000 per year	Based on State performance and availability of grant funds

**Deadline**

Applications must be received in the California Workforce Investment Board office by 3 p.m., PDT, Thursday, July 16, 2004. Late applications will not be accepted.

**Selection Criteria**

The selection process complies with the requirements for competitive bidding.  
(See Section VI)

**How to Apply**

Applications must be submitted in accordance with instructions in this solicitation.  
(See Section IV)

**Limitations on Use of Funds:**

These funds are being awarded as a part of the States federal ODEP grant and are for use with WIA eligible participants and connecting/collaborative activities and services for youth with disabilities. They may not be used to supplement other federal, state or local grants.

**All applications and inquiries should be addressed to:**

California Workforce Investment Board  
C/O Suzette Smith, Program Analyst  
777 12<sup>th</sup> Street, Suite 200  
Sacramento, CA 95814  
(916) 324-2936

All proposals are due no later than 3:00 p.m. Pacific Standard Time, on **July 16, 2004**. Late proposals will not be accepted and will be returned to the proposer unopened. Please refer to SECTION VIII, MINIMUM REQUIREMENTS for further instructions.

**Bidders Conference Call**

An SFP question and answer bidder's conference call will be tentatively held on July 6, 2004, 10:00 am until 12 Noon. A call-in number will be posted on the California Workforce Investment Boards website [www.calwia.org](http://www.calwia.org).

The submission of a proposal in response to this SFP creates neither a contract nor a commitment of any kind to bind CWIB. CWIB is not obligated to award any contract as a result of this SFP. CWIB assumes no liability for costs incurred in the submission of any proposal or for any costs incurred prior to the execution of a formal contract, hereafter referred to as Agreement.

It is understood and agreed that following the award of the contract, the successful proposer shall agree to comply with all Exhibits attached herein, and provide the required documents requested in order for CWIB to complete the execution of a Standard Agreement, (STD. 213) (see Attachment 1 for sample agreement).

Documents must be signed by an authorized representative of the bidder's firm. The forms must be completed in ink or typewritten. If errors are made, they must be crossed out and corrections printed in ink or typewritten adjacent to error. Corrections must be initialed in ink by the person signing the proposal forms.

**D. Contract Funding and Time Period**

This SFP is funded under a grant/contract supported by the Office of Disability Employment Policy of the U.S. Department of Labor, grant/contract #E-9-4-3-0101. The amount allocated to vendor services is not to exceed \$204,000. It is anticipated that the contract term will begin approximately August 1, 2004. The actual starting date of the contract is contingent upon approval of the agreement by the Department of General Services. CWIB assumes no liability for cost incurred in the submission of any proposal or for any costs incurred prior to the execution of a formal Agreement.

**E. Notice of Intent**

Attachment E is a "Letter of Intent". This Letter of Intent must be signed and received by 3:00 p.m. on **June 30, 2004**.

In addition, you may include questions regarding this SFP with the Letter of Intent. We will not be able to answer questions that are not in writing. In order to provide a fair and equitable proposal process, a list of questions submitted and our responses will be posted on the CWIB website at [www.calwia.org](http://www.calwia.org) by **July 6, 2004**. Be certain to use company letterhead paper for questions and to include a fax number or email address.

## SECTION II - BACKGROUND

The California Workforce Investment Board has provided strong leadership in workforce development policy through the efforts of its State Youth Council and the Universal Access Workgroup, both established by the Board in 2001. Desiring to bring the strength of those experiences together to benefit youth with disabilities in successful transition activities, the State Board applied for a federal grant from the U.S. Department of Labor's Office of Disability Employment Policy in July 2003.

On September 30, 2003, the State Board was awarded a \$500,000 grant with the potential for funding for 4 more years based on successful performance and availability of funding. The purpose of the grant is to work with federal, state and community organizations to help youth with disabilities in making successful transitions to the workforce and independent living.

The overall objectives of the grant are to:

1. Map resources to assess the delivery of youth services in light of evidence-based transition operating principles, Lee, Aaron E. [aaron.lee@unisys.com] identifying available assets and resources within the state;
2. Develop, implement and evaluate a multi-year state plan to enhance transitional outcomes for youth with disabilities;
3. Conduct demonstration projects to determine ways in which youth with disabilities can obtain transition services through community partnerships and intermediary organizations by blending and braiding within the workforce investment system;
4. Demonstrate the long-term sustainability of the grant objectives within California, by collaborating with federal, state and local public and private sector resources; and
5. Support the State Youth Council's framework of "All Youth One System".

### SECTION III – REPORTING AND MONITORING

The California Workforce Investment Board will be responsible for ensuring the effective implementation of each project in accordance with the provisions of this announcement, the terms of the subgrant, and WIA regulations. The CWIB staff will periodically conduct on-site and/or telephone project reviews. Reviews will focus on timely project implementation, progress in meeting the grant's programmatic goals and objectives, appropriate expenditures on allowable activities, integration and coordination of other resources and service providers in the area, and administrative effectiveness.

Local demonstration sites will be expected to work with the California Workforce Investment Board's, State Youth Council, Transition Grant Advisory Committee, and consultants in finalizing the state evaluation components.

Demonstration Projects will be responsible for:

- Providing the necessary baseline data against which project outcomes will be measured. Baseline data may be obtained through the number of youth with a disability in the local WIA service area.
- Submitting all standard monthly financial reports and participant data through the Job Training Automation System (JTA).
- Quarterly reports on service and outcome data for participants served through the demonstrations will be required, consistent with reporting requirements of the federal funds, together with a project narrative.

The grant recipient is expected to work with the California Workforce Investment Board and its Project Advisory Committee and consultants in finalizing state-level grant evaluation components. Each demonstration site should plan for internal evaluation costs in their budget.



## SECTION IV – PROPOSAL SUBMISSION AND TIMELINES

### A. Key Action Dates

This is a tentative schedule and may be altered at any time at the discretion of CWIB. All dates and times stated in this SFP are Pacific Daylight Saving Time (PDST).

	Timeline for Review
Solicitation Release	
Advertise on Internet	June 10, 2004
Release via email	June 24, 2004
Notice of Intent/Written Questions (Deadline)	June 30, 2004
*Bidders Conference Call (Tentative)	July 6, 2004
Proposal Deadline Due (by 3:00 PM)	July 16, 2004
Proposal Evaluation Completed	July 23, 2004
Site Visits Completed by	July 30, 2004
**Award Announcements	August 6, 2004

\* The time and materials for the bidders conference call may be accessed on the CWIB website at [www.calwia.org](http://www.calwia.org)

\*\*Successful awardees will be required to attend Stakeholder meetings.

### B. Delivery of Proposal Package

All proposals must be received no later than 3:00 p.m. Pacific Standard Time, on July 16, 2004. **LATE PROPOSALS WILL NOT BE ACCEPTED.** Mail or deliver proposals to:

California Workforce Investment Board  
C/O: Suzette Smith  
777 12<sup>th</sup> Street, Suite 200  
Sacramento, CA 95814

## SECTION V – PROPOSAL PACKAGE

### **COVER SHEET AND SIGNATURE PAGE:**

This page certifies agreement to comply with all applicable laws and regulations pertaining to the civil rights of people with disabilities. The original must be signed in blue ink by the authorized signatory of the applying institution, agency or WIA Board. (See Attachment D) Use additional pages if more space is needed for listing partner organizations or funding information. The cover Sheet should be the top page of the proposal.

### **EXECUTIVE SUMMARY:**

Each proposal must include an Executive Summary. This project synopsis may be no more than two (2) double-spaced, single-sided pages, Arial 12 point font. The Executive Summary must include:

- A description of the partnerships established to meet the goals of this grant;
- A description of the degree to which youth with disabilities have been or will be involved in the planning and leadership of the demonstration project; and
- A brief overview of the proposed Demonstration Project.

**NARRATIVE:** This section describes the details of the proposed project. It is limited to no more than 6 doubled-spaced (excluding attachments), single-sided pages, Arial 12-point font, with pages consecutively numbered.

This section should relate back to the program features and the other objectives of the local demonstrations identified in Section IX, A-E.

### **BUDGET DETAIL:**

The budget must contain, at a minimum, the following information:

- Personnel and benefit costs, including hourly or billing rates for all personnel;
- Operating expense detail; and,
- Subcontractor expenses, including hourly rates and expected hours.
- Plan for evaluation, minimum 2 evaluation training/visitation days.
- Show twenty percent (20%) In-Kind match in the budget summary and detail. Examples of In-Kind match include but are not limited to:
  - Personnel
  - Partner contributions
  - Program volunteers

The Budget Summary must include a five-year projected cost, \$68,000 for year one and \$120,000 per year for years two through five. Budget forms are included for your use. (See Section XI, Attachments A and B)

## SECTION VI – PROPOSAL EVALUATION

The proposal will be read and evaluated on a numerical system and should include the following proposal sections:

- I. Project Design (20 Points): (Executive Summary and Narrative) - Please describe the project, including the activities to be performed and the timelines. Give a brief description of what your demonstration project is about and what you plan to do and how you plan to accomplish the funding purpose as stated in Sections II and III. Be specific about intermediary design as covered under Section IX.
- II. Description of Need (10 Points): Give a brief description of the local area to include a youth profile in the area and the need for services to youth with disabilities.
- III. Description of the Organization and Partners (15 Points): Please briefly describe the capacity of your organization and partners, their role and their past experience in managing projects and in working across agencies and institutions.
- IV. Project Outcomes (15 Points): This section should describe the performance outcomes to be achieved as they relate to project objectives.
- V. Sustainability (10 Points): Describe how the project activities will become sustainable, and how you will evaluate your project success.
- VI. Budget and Budget Summary (10 Points): The Budget should include all personnel and contract expenses related to the project and align with the activities to be performed. The Budget summary should also include a detailed overall budget. Please use the attached budget and budget summary pages. (See Section XI, Attachments A and B).
- VII. In-kind or Matching Funds (5 Points): Display in-kind or matching funds on the budget detail.

### Additional Points

- An additional 5 points will be awarded to a proposal from a local area in one of the top ten areas having a high concentration of WIA eligible youth. (See Section XI, Attachment C for a list of high concentration areas)
- An additional 10 points will be given to applicants who have presently or in the past engaged youth to assist in the planning and development of youth projects.

Total possible points = 100

The SFP and attachment pages may also be found on the California Workforce Investment Board's website, [www.calwia.org](http://www.calwia.org)

## SECTION VII - RULES AND CONDITIONS

### A. General Information

The proposals will be reviewed for compliance with Section VIII, MINIMUM REQUIREMENTS. Each respondent must establish in writing his or her ability to meet each stated requirement. Those proposals that meet these requirements will then be evaluated according to the criteria in SECTION VI, PROPOSAL EVALUATION.

Proposers should carefully review the requirements of this proposal package, which includes a complete explanation of the CWIB's needs and instructions prescribing the format and delivery of proposals as outlined in SECTION VIII, MINIMUM REQUIREMENTS.

#### Addenda

CWIB reserves the right to amend, alter, or change the rules and conditions contained in this SFP prior to the deadline for submission of proposals. Addenda will only be sent to those proposers who submitted a Letter of Intent on or before the deadline date.

#### Proposer's Cost

Costs for developing proposals are entirely the responsibility of the proposer and shall not be reimbursed by the State of California.

### B. Written Questions

All questions, suggestions, or objections regarding the content of this SFP, including but not limited to SECTION V, PROPOSAL PACKAGE; SECTION VI, PROPOSAL EVALUATION PROCESS; SECTION VIII, MINIMUM REQUIREMENTS; and SECTION IX, PROJECT DESIGN, may be submitted by e-mail or fax, and must be received by **June 30, 2004**, no later than 3:00 p.m. (PDST). If questions are faxed, the time and date on the fax must not exceed the due date and time.

Questions not submitted in writing by the deadline for questions shall be deemed waived and may not be raised at a later time. Questions may be submitted by fax to the attention of Suzette Smith at (916) 324-3068 or by email to [ssmith@cwib.ca.gov](mailto:ssmith@cwib.ca.gov)

### C. Conflict of Interest

1. Current State Employees (Public Contract Code Section 10410):
  - a. No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any State agency, unless the employment, activity or enterprise is required as a condition of regular State employment.
  - b. No officer or employee shall contract on his or her own behalf as an independent contractor with any State agency to provide goods or services.

2. Former State Employees (Public Contract Code Section 10411):

- a. For the two-year period from the date he or she left State employment, no former State officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any State agency.
- b. For the twelve-month period from the date he or she left State employment, no former State officer or employee may enter into a contract with any State agency if he or she was employed by that State agency in a policy making position in the same general subject area as the proposed contract within the twelve-month period prior to his or her leaving State service.

D. **Grounds for Rejection**

**CWIB reserves the right to waive any immaterial deviation in a proposal; however, the waiver of an immaterial deviation in a proposal shall in no way modify the document or excuse the proposer from full compliance with the proposal requirements after the proposer is awarded the contract.**

A proposal shall be rejected if:

1. The proposal is received at any time after the exact time and date set for receipt of proposals. (Public Contract Code, Section 10377[a]).
2. Attachment D, Cover Sheet is unsigned.
3. The proposal is not prepared as required in SECTION VIII, MINIMUM REQUIREMENTS.
4. The proposer has been decertified from contracting with CWIB by the Department of Fair Employment and Housing.
5. The proposal contains false or misleading statements or references which do not support an attribute or condition contended by the proposer; and if, in the opinion of CWIB, such information was intended to erroneously mislead CWIB in its evaluation of the proposal.
6. The proposal is confidential (excluding proposer's financial statements), or conditional, incomplete, or if it contains any irregularities.
7. The proposer has had a contract with the State of California canceled due to failure to comply with the Drug-Free Workplace Act of 1990.
8. A proposal may be rejected if the proposer has received substantive negative contract evaluations from the State of California.

**E. Notice of Intent to Award**

1. Award of the contract, if it is awarded, shall be based on the evaluation criteria as outlined in SECTION VI, PROPOSAL EVALUATION PROCESS and to the proposal meeting SECTION VII, RULES AND CONDITIONS and SECTION VIII, MINIMUM REQUIREMENTS. CWIB reserves the right to not award a contract.
2. **CWIB reserves the right to negotiate with a qualified proposer(s), or to modify or cancel in part or in its entirety the sample contract provisions if it is in the best interest of CWIB to do so.**
3. CWIB will settle tied proposals in a manner that it determines to be fair and equitable (e.g., coin toss, lot drawing, etc.). In no event will the CWIB settle a tie by dividing the work among the tied proposers.
4. Upon selection of a proposed contract, a Notice of Intent to Award will be posted for five (5) working days at CWIB located at 777 12<sup>th</sup> Street, Suite 200, Sacramento, CA 95814.
5. Proposals, cost data and evaluation forms will be regarded as public records after the contract is awarded under the California Public Records Act (Government Code Section 6250 et. seq.).
6. If a proposer chooses to protest the Notice of Intent to Award:

A protest must be filed with CWIB and Department of General Services (DGS) within five (5) working days of the date on the Notice of Intent to Award was posted; and

- a. Within five (5) working days of filing the protest with the CWIB and DGS, the protesting bidder shall file a full and complete written statement specifying the grounds for the protest (Public Contract Code 10343 and 10376) if the original protest did not contain the complete grounds for the protest. The contract may not be awarded until the protest is withdrawn or DGS has rendered a decision.
- b. The DGS/Office of Legal Services (OLS) assigns an attorney to review the protest to determine whether DGS has jurisdiction.
- c. The OLS sends a protestant an acknowledgment letter within 24 hours of receiving the protest and notifies CWIB of the receipt of the protest. The letter either:
  - Notifies the protestant of the five (5) working day limit for filing the required written statement concerning all the grounds of the protest;

Or

  - Informs the protestant that DGS has no jurisdiction over the protest.

- d. The OLS requests information from the awarding agency about the intended award. If CWIB was aware of some reason that the protest should not go forward this would be communicated to OLS at this time.
7. If no protest is filed with the CWIB within five (5) working days of the date of the Notice of Intent to Award, the contract shall be awarded to the proposed bidder. Final award is the date the contract is signed by both parties and approved by the Department of General Services.

**F. Debriefings**

Written debriefings of the evaluation results will not be provided to unsuccessful bidders. Oral debriefings on the requestor's own proposal may be provided at CWIB's discretion.

**G. Drug-Free Workplace Act of 1990**

State contractors and grantees are required to certify, under penalty of perjury under the laws of the State of California, compliance with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.).

**H. Statement of Compliance**

Proposer certifies under the penalty of perjury under the laws of the State of California that proposer has, unless exempted, complied with the nondiscrimination program requirements of Government code Section 12990 (a-f), and title 2, California Code of Regulations, Section 8103.

**I. Payment**

The State Revenue and Taxation code, Section 18646 requires State agencies to file information tax returns (Form 1099) for certain types of payments made to vendors. The successful proposer will be required to complete and submit a STD 204, Payee Data Record (Attachment 4), which can also be found at [www.documents.dgs.ca.gov/osp/pdf/std204.pdf](http://www.documents.dgs.ca.gov/osp/pdf/std204.pdf), to CWIB before processing payment for services.

**J. Disposition of Proposals**

1. All materials submitted in response to this SFP will become the property of CWIB and, as such, are subject to the Public Records Act (GC) Section 6250, et seq.). CWIB will disregard any language purporting to render all or portions of any proposal confidential.
2. Proposals are public records upon the opening and reading of the cost proposals. However, the contents of all proposals, draft SFPs, correspondence, agenda, memoranda, working papers, or any other medium that discloses any aspect of a proposer's proposal shall be held in the strictest confidence until the award is made. CWIB shall hold the content of all working papers and discussions relating to a proposal confidential indefinitely, unless the public's interest is best served by disclosure because of pertinence to a decision, agreement, or the evaluation of a proposal. A proposer's disclosure of this subject is a basis for rejecting a proposal and ruling the proposer ineligible to participate further in the solicitation process.

3. CWIB may return a proposal to a proposer at their request and expense after the CWIB concludes the solicitation process.

**K. Priority Hiring Considerations**

During the performance of this Agreement, the Contractor agrees to comply with Section 10353 of the Public Contract Code and give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of public assistance in accordance with Section 11349 of the Welfare and Institutions Code.

Contractor shall immediately list with the appropriate local EDD office all suitable employment openings in positions funded by this contract. EDD shall advise qualified recipients of aid of these openings and shall refer them to the Contractor within five working days from the listing of the openings.

**L. Negotiating State Contracts**

This solicitation and any resulting contract shall be subject to all requirements set forth in amended Public Contract Code Section 6611 (AB 1756 amended PC 6611). The Department of General Services may perform contract negotiation, relative to contracts for goods, services, information technology and telecommunications, if it is determined to be in the state's best interest based on meeting the criteria identified within the PCC 6611.

**M. California Taxpayer and Shareholder Protection Act of 2003**

This solicitation and any resulting contract are subject to all requirements as set forth in Part 2 of Division 2 of the Public Contract Code Section 10286 which includes, but is not limited to, providing written submission of a declaration stating that the supplier is eligible to contract with the State of California pursuant to statutory requirements. Failure of the supplier to comply with and provide information, when requested by the awarding department within the time indicated, will cause the supplier's bid response to be considered non-responsive and their bid will be rejected.

**N. Confidentiality**

1. All financial, statistical, personal, technical, and other data and information relating to the CWIB's operations which are designated confidential or sensitive by the CWIB and which may become available to the Contractor as a result of the implementation of this Agreement, shall be protected by the Contractor from unauthorized access, use, and disclosure through the observance of the same or more effective procedural requirements as are applicable to and in use by the CWIB.



2. The Contractor shall:
  - Ensure that their employees will not intentionally seek out, read, use, or disclose CWIB confidential or sensitive information.
  - Keep all information furnished by CWIB in the strictest confidence.
  - Not disclose any individually identifiable CWIB information to any person.
  - Designate a person responsible for the security and confidentiality of the data provided by CWIB as well as the dissemination of the data, and will immediately notify CWIB in writing of any designee changes.
  - Require that all Contractors' staff or subcontractor and its employees with access to CWIB's confidential information sign the Confidentiality Statement (Exhibit F).
3. The Contractor shall instruct all employees with access to the CWIB confidential and sensitive information regarding: (1) the confidential nature of the information, and (2) the sanctions against unauthorized access, use or disclosures found in the California Unemployment Insurance Code Section 2111, the California Civil Code Section 1798.55, and the Penal Code Section 502.
4. Contractor is notified that there are civil and criminal actions that may be invoked for unauthorized disclosure of information from confidential records. (California Penal Code Sections 11140-11144, 13301-13303, Civil Code Sections 1798, Chapter 709, Statute of 1977) define civil and criminal actions for unauthorized disclosure of information from confidential records.

## SECTION VIII. MINIMUM REQUIREMENTS

These instructions prescribe the proposal format to be used and mandatory content included for the presentation of the technical proposal data.

PROPOSALS SHOULD BE PREPARED AND SUBMITTED IN THE FOLLOWING FORMAT TO ENSURE ACCURATE EVALUATION.

FAILURE TO DEMONSTRATE OR EVIDENCE FULFILLMENT OF ALL MINIMUM REQUIREMENTS SHALL RESULT IN DISQUALIFICATION (see Section VII - Rules and Conditions).

### FOR OFFICE USE ONLY

The following list will also serve as the checklist to verify the inclusion of minimum requirements. If any single item receives a negative response, the proposal shall be eliminated from further review and considered non-responsive.

Name of Proposer: \_\_\_\_\_

Name of Reviewer: \_\_\_\_\_

Date: \_\_\_\_\_

### Delivery of the Proposal Package

Mail or deliver one (1) original, five (5) copies and one (1) electronic copy (diskette or CD) of the proposal in a sealed envelope clearly marked "Workforce Investment Board Innovative Transitions Youth Grant Proposal", to the California Workforce Investment Board, Contract Services Group at the address listed in SECTION IV, PROPOSAL SUBMISSION AND TIMELINES, I, INTRODUCTION, no later than **Friday July 16, 2004, 3:00 p.m.**, regardless of postmark.

PROPOSALS CANNOT, BY STATE LAW, BE ACCEPTED AFTER THE PUBLISHED TIME AND DATE AND WILL BE RETURNED UNOPENED.

Your proposal must include each of the items listed on the following check sheet:

Minimum Requirements Check Sheet	Meets Requirements	
	Yes	No
1. Cover Sheet /Signature Page		
2. Table of Contents		
3. Executive Summary (Project Design)		
4. Narrative		
5. Budget Detail /Budget Summary		

See Section V. Proposal Package

## SECTION IX. PROJECT DESIGN

### Local Demonstration

As stated in the overall objectives, this solicitation is being released to specifically meet the grant objective to conduct a local pilot demonstration grant and to support the objectives related to resource mapping and to inform the development and enhancement of a cross-program unified state plan for improving transition outcomes for youth with disabilities.

Local demonstration pilot programs are expected to:

- A. Incorporate ***Evidenced-based Transition*** Program Features to improve outcomes of the services provided to youth with disabilities.
- B. ***Use Intermediary Organizations*** to provide services to youth with disabilities consistent with California's "All Youth One System" framework.
- C. Serve on the ***Stakeholders Workgroup*** to inform the State unified planning effort for transition services to youth with disabilities.
- D. Expand local ***resource mapping*** efforts to identify resources/services that can serve to meet the goals of this project.
- E. Develop a ***sustainable*** process of service delivery.

The following provides more information about these desired outcomes:

### 1. ***Evidenced – based Principles***

Evidenced- based principles in California have been consistent with the following elements of School-to-Career and a Comprehensive Youth Serving System, as they relate to youth with disabilities:

### Research-Based Elements

Academic Excellence	Career Development
All youth must be engaged in their learning in the classroom and encouraged to achieve high academic standards.	All youth must be provided learning opportunities in the workplace and community and exposed to a range of activities that further their career goals.
Programs and services support the attainment of high academic standards and workplace and community experiences encourage academic excellence. High quality options exist for older and out-of-school youth, and post-secondary experiences are available and connected to one another. When young people complete their education, they are prepared for success in their career and life goals and understand the range of options before them.	All youth learn in the workplace and community. Youth participate in work-based experiences linked to their learning. These relevant and sequenced experiences meet the individual needs of each young person, who is prepared for and understands his or her career options.

<p><b>All youth are engaged in their learning in the classroom.</b></p> <ul style="list-style-type: none"> <li>▪ High academic achievement is expected for all youth.</li> <li>▪ Workplace experiences support academic learning.</li> <li>▪ Alternative education options address multiple learning styles.</li> <li>▪ Quality educational opportunities exist for older and out-of-school youth.</li> <li>▪ Multiple post-secondary experiences are available.</li> <li>▪ All youth are prepared for and understand educational options.</li> </ul> <p><b>Youth with disabilities need</b></p> <ul style="list-style-type: none"> <li>▪ Individual transition plans that drive instruction and academic support.</li> <li>▪ Specific and individual learning accommodations.</li> </ul>	<p><b>Youth are engaged in their learning in the workplace and community.</b></p> <ul style="list-style-type: none"> <li>▪ Career exposure, awareness and preparation activities are provided.</li> <li>▪ Classroom learning supports career preparation.</li> <li>▪ Sequenced work-based learning is linked to academic learning.</li> <li>▪ Work experiences are tailored to meet individual needs.</li> <li>▪ All youth are prepared for and understand career options.</li> </ul> <p><b>Youth with disabilities need</b></p> <ul style="list-style-type: none"> <li>▪ Information about the relationships between appropriate benefits planning and career choices.</li> <li>▪ Identification of and access to disability-related support and accommodations needed for the workplace and community living.</li> <li>▪ Instruction and guidance about communicating disability-related support and accommodation needs to prospective employers and service providers.</li> </ul>
<p><b>Youth Development and Support</b></p> <p>All youth need positive connections to caring adults and safe environments. Youth development principles should be applied in all learning situations and services should be targeted to individual needs.</p> <p>All youth are connected to caring adults and safe environments. Programs and services address a range of social and personal needs as well as diverse learning styles. The activities in which youth are engaged foster a sense of personal identity and community responsibility, and all youth and parents are aware of and access appropriate options.</p> <p><b>All youth are connected to caring adults and safe environments.</b></p> <ul style="list-style-type: none"> <li>▪ A broad range of support services and activities address individual needs.</li> <li>▪ All activities are intentionally connected.</li> <li>▪ All activities focus on promoting the assets of the individual.</li> <li>▪ All activities foster a sense of personal identity and community responsibility.</li> </ul>	<p><b>Youth Leadership</b></p> <p>Youth should be engaged and visibly active in leadership roles in the community. All youth should take an active role in designing and determining the activities and opportunities provided to them.</p> <p>Youth are visible, effective and supported in leadership positions. They take part in decision-making at both the Youth Council and program levels and play active roles in designing their individual service strategies and providing the voice that drives policy and decision-making.</p> <p><b>Youth are visible and active in leadership roles.</b></p> <ul style="list-style-type: none"> <li>▪ Youth actively participate in shaping the system.</li> <li>▪ Youth are engaged as decision-makers.</li> <li>▪ Youth are encouraged and supported in leadership roles.</li> <li>▪ Youth leadership opportunities are leveraged and connected.</li> <li>▪ Youth voice drives policy and decision-making.</li> </ul>

<ul style="list-style-type: none"> <li>▪ All youth and parents are aware of and access appropriate options.</li> </ul> <p><b>Youth with disabilities may need</b></p> <ul style="list-style-type: none"> <li>▪ Appropriate assistive technologies.</li> <li>▪ Post-program supports such as independent living centers and other community-based support service agencies.</li> <li>▪ Personal assistance services, including readers and interpreters.</li> <li>▪ Benefits-planning counseling regarding the benefits available and their interrelationships so that individuals may maximize those benefits in transitioning from public assistance to self-sufficiency.</li> </ul>	<p><b>Youth with disabilities need</b></p> <ul style="list-style-type: none"> <li>▪ Exposure to mentors and role models including persons with and without disabilities.</li> <li>▪ Training about disability issues and disability culture.</li> </ul>
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**2. Use Intermediary Organizations to provide services to youth with disabilities consistent with California's "All Youth One System" framework.**

An intermediary is defined as an entity that convenes leadership and brokers relationships with multiple partners across multiple funding streams; brings together workforce development systems, vocational rehabilitation providers, businesses, labor unions, educational institutions, social service organizations, faith based organizations, transportation entities, health providers and other Federal, State and community resources which youth with disabilities need to transition to employment successfully.

Four strategic intermediary functions are critical to successful, sustainable community efforts to connect work and learning for young people:

- Convening local leaders;
- Brokering and/or providing services to workplace partners, educational institutions, young people, and the youth-serving system;
- Ensuring the quality and impact of local efforts; and
- Promoting policies to sustain effective practices.

Intermediary organizations perform key, day-to-day, operational functions in their communities.

- With employers/workplace partners to create demand for working with youth and provide services to address the needs of the partners;
- With schools and youth-serving organizations to build staff awareness and buy-in and provide services to support school involvement;
- With youth to connect them to appropriate high quality, work-based learning, career preparation and academic experiences;
- With all partners to provide the communications link among partners and create a system focused on quality and continuous improvement; and

- With development and the support of employer involvement in providing youth with opportunities for work-based learning, career exploration and employment.

For more information on intermediary networks, see the Intermediary Network at [www.intermediarynetwork.org](http://www.intermediarynetwork.org), and the National Center on Secondary Education and Training website at [www.ncset.org](http://www.ncset.org).

### **3. *Serve on the Stakeholders Workgroup to inform the State unified planning effort.***

Local demonstration programs will participate in the project's Stakeholder Group, supporting statewide resource mapping and incorporating the four transition service features.

Issues identified by local pilots as barriers to effective implementation of the local demonstration goals will be addressed in Stakeholder Group discussions relating to both resource mapping and unified planning activities of the State's grant.

### **4. *Add to the local resource mapping effort***

Resource mapping will be one of the strategies used to address services to youth with disabilities. Many local areas have conducted resource mapping for youth services. Demonstration pilots are to build upon these efforts to identify the extent to which youth with disabilities access services and expand mapping with additional resources available to the target population. It will identify systems gaps; systems strengths; opportunities for improving linkages and for strategic planning.

### **5. *Design a sustainable process of service delivery***

One of the goals for targeting the demonstration pilot program in WIA local areas through Local Boards, Youth Councils, One Stops and affiliated education institutions and community-based organizations is to promote effective service delivery strategies for youth with disabilities into existing One-Stop service delivery structures. Connecting with core program funds such as WIA youth and adult allocations to local areas, as well as the Carl D. Perkins Vocational and Technical Education Act (VTEA) and WorkAbility funds available to local education institutions, makes it likely that the model can be sustained in the funded areas, and replicated in other local areas, upon successful performance and dissemination of practices.

## SECTION X - TECHNICAL ASSISTANCE

The demonstration projects will be supported by technical assistance from the Youth Council Institute (YCi) partner New Ways to Work (New Ways), the facilitating partner for the Intermediary Network and the primary partner for the School to Work Intermediary Project. YCi will be included in stakeholder sessions informing resource mapping and unified planning to ensure consistency and excellence across planning and implementation.

New Ways will work in conjunction with the State Board and staff to:

- Create informational tools, expanding on those developed for the Intermediary Network, including materials and information about intermediaries – specific to this application purpose and population;
- Provide information on how intermediary organizations can best be used to ensure, through cross agency partnerships, that youth with disabilities obtain transition services consistent with the evidence-based operating principles, and
- Identify the impact the intermediaries have on improving transition outcomes for youth with disabilities

For more information on New Ways and Intermediaries, go to [www.nww.org](http://www.nww.org)

## **SECTION XI. ATTACHMENTS**

**Attachment A – Budget Summary**  
**Attachment B – Budget Detail**  
**Attachment C – List of High Concentrations of Eligible Youth**  
**Attachment D – Cover Sheet and Signature Page**  
**Attachment E – Letter of Intent**

### **Contract Related Attachments**

**Attachment 1 - Standard Agreement**  
    **Exhibit A – Scope of Work**  
    **Exhibit A-1 - Specifications**  
    **Exhibit B – Budget Detail and Payment Provisions**  
    **Exhibit B-1 - Budget Detail**  
    **Exhibit D – Special Terms and Conditions**  
    **Exhibit E – Intellectual Property Provisions**  
    **Exhibit F – Confidentiality Statement**  
    **Exhibit G – Resumes**  
**Attachment 2 - CCC 304, Certification Clauses**  
**Attachment 3 - Payee Data Record, Std 204**



**Attachment A – Budget Summary**

**Improving Transition Outcomes  
Five-Year Budget Summary**

	Year 1	Year 2	Year 3	Year 4	Year 5
<b>PERSONNEL</b> (Salaries & Benefits)					
Personnel Salaries & Wages (Professional & Support)					
Benefits					
<b>OPERATIONS</b>					
Supplies, Services & Meetings					
Printing, copying, & Postage					
Telephone & Communication					
<b>TRAVEL, SPACE &amp; ADMIN SUPPORT</b>					
Travel In-State					
Out of state travel					
Space					
<b>CONTRACTURAL</b>					
3 Demo Sites					
Intermediary					
Indirect Cost @    %					
<b>SUBTOTAL</b>					
<b>IN-KIND MATCH</b>					
<b>TOTAL</b>					

**Attachment B – Budget Detail**

Organization Name

YEAR ONE BUDGET DETAIL	
<b>PERSONNEL</b> (Professional & Support)	
Personnel Salaries & Wages:	
Benefits:	
<b>OPERATIONS</b>	
Supplies, Services & Meetings	
PRINTING, COPYING, & POSTAGE:	
Telephone & Communication	
Rate	
<b>TRAVEL, SPACE &amp; ADMIN SUPPORT</b>	
Travel	
In-State Travel	
Out of State Travel	
Space	
Facilities operation	
<b>CONTRACTURAL</b>	
Consultant	
Intermediary	
Indirect Cost @ 10 %	
<b>SUBTOTAL</b>	
<b>IN-KIND MATCH</b>	
<b>TOTAL</b>	

## Attachment C – List of High Concentrations of Eligible Youth

## CALIFORNIA CONCENTRATION OF WIA ELIGIBLE YOUTH

A	B	C	D
Formula: $C / B = D$ Total youth population (C) / Potentially WIA eligible youth population (D)= Areas of High Concentration of Eligible Youth (D)	Total Youth Population (ages 14-21)	Potentially WIA Eligible Youth	High Concentration of Eligible Youth
City of San Bernardino	12,588	5,864	46.6%
Los Angeles County	448,766	183,661	40.9%
Tulare County	44,800	12,277	27.4%
NorTEC	42,686	10,599	24.8%
Merced County	28,362	6,616	23.3%
City of Long Beach	53,546	12,283	22.9%
Fresno County	108,236	23,974	22.1%
Imperial County	19,111	4,090	21.4%
City of Oakland	40,412	8,283	20.5%
City of Los Angeles	410,475	81,483	19.9%
Kern/Inyo/Mono Counties	87,914	16,890	19.2%
San Joaquin County	73,584	13,234	18.0%
Kings County	16,234	2,824	17.4%
Madera County	15,398	2,663	17.3%
South Bay	37,276	6,413	17.2%
City of Santa Ana	44,585	7,552	16.9%
City of Richmond	10,394	1,678	16.1%
Stanislaus County	57,584	8,966	15.6%
Sacramento County - SETA	135,826	19,988	14.7%
Mendocino County	10,128	1,478	14.6%
San Bernardino County	196,208	27,009	13.8%
Riverside County	185,541	25,258	13.6%
City of Anaheim	36,493	4,852	13.3%
Alameda County	107,286	9,037	8.4%
Verdugo	30,226	3,914	12.9%
Mother Lode	15,376	1,945	12.6%
Monterey County	49,188	6,113	12.4%
Foothill	26,653	3,211	12.0%
Humboldt County	16,194	1,908	11.8%
Ventura County	69,756	8,062	11.6%
San Benito County	6,168	705	11.4%
Orange County	141,268	15,441	10.9%
SELACO	52,946	5,686	10.7%
San Diego County	330,377	35,244	10.7%
San Francisco County	54,394	5,372	9.9%
Santa Barbara County	55,484	4,885	8.8%
Napa County	12,998	1,098	8.4%
Yolo County	29,182	2,348	8.0%
Carson/Lomita/Torrance	24,938	2,003	8.0%
North Central Counties Consortium	57,635	4,627	8.0%
Santa Cruz County	29,890	2,391	8.0%
Solano County	45,307	3,605	8.0%
Contra Costa County	75,019	5,941	7.9%
Silicon Valley/Santa Clara County	133,484	10,282	7.7%
Marin County	18,339	1,394	7.6%
Golden Sierra	52,711	3,417	6.5%
Sonoma County	50,999	3,041	6.0%
San Mateo County	63,501	3,414	5.4%
San Luis Obispo County	36,197	1,928	5.3%
NOVA	41,350	2,149	5.2%
Statewide	3,846,495	631,232	16.4%

Population Source: Census 2000, Summary File 3

**Attachment D – Cover Sheet & Signature Page**

**COVER SHEET AND SIGNATURE PAGE**

*(Please print or type)*

Submit one (1) original and five (5) copies of the proposal to address indicated below.

**LATE PROPOSALS WILL NOT BE ACCEPTED**

The submission of this proposal does not obligate the CWIB to fund the proposed program. If the proposal is approved for funding, a contract will be executed between the State of California and the proposer. When funding is authorized, the proposer will be expected to adhere to the terms of the executed contract.

The undersigned Contractor hereby proposes to furnish all labor, materials, tools and equipment, to provide services in accordance with the specifications and provisions received with the SFP.

1. Full Legal Name of Proposer's Organization:

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2. Mailing Address:

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Street	City/County	State	ZIP
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Telephone	FAX
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3. Federal Taxpayer Identification Number: \_\_\_\_\_

4. Principal who is authorized to bind the proposer:

**SIGNATURE:**

The original must be signed in blue ink by the authorized signatory of the applying institution, agency or WIA Board.

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Typed Name	Title
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Original Signature	Date
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5. Contractor's contact person shall be: \_\_\_\_\_  
*Name and Phone Number*

**Bids that are returned by mail are to be sent to:** California Workforce Investment Board, Attention Suzette Smith, 777 12<sup>th</sup> Street, Suite 200, Sacramento, CA 95814.

**If bids are delivered in person, deliver to same address above.**

All bids must be **received** and **time stamped** by CWIB staff no later than **3 p.m., July 16, 2004.**

## Attachment E – Letter of Intent

### Letter of Intent to Apply for the Innovative Youth Grant Contract

After you have reviewed the Solicitation for Proposal (SFP), please return this Letter of Intent if you plan to submit a proposal for the Innovative Youth Grant advertised in the California State Contracts Register.

All those submitting a letter of intent will be notified of the access phone number for the bidders conference call. The bidders conference call will be on July 6, 2004, from 10:00 a.m. to 12:00 p.m.

Please submit Letter of Intent and any questions by mail, fax, or email by Tuesday, June 30, 2004.

Send to: Suzette Smith  
777 12<sup>th</sup> St., Ste. Room 200  
Sacramento, CA 95814  
(916) 324-3068 (FAX) or  
[ssmith@cwib.ca.gov](mailto:ssmith@cwib.ca.gov).

I/we intend to submit a competitive bid for the Innovative Youth Grant contract.

Name of Organization: \_\_\_\_\_

Contact Person: \_\_\_\_\_

Street Address: \_\_\_\_\_

City, State, ZIP: \_\_\_\_\_

Phone: \_\_\_\_\_

Email: \_\_\_\_\_

FAX: \_\_\_\_\_

Signature of bidder or bidder's representative: \_\_\_\_\_

Title of bidder or bidder's representative: \_\_\_\_\_

Date: \_\_\_\_\_

## ATTACHMENT 1 - STANDARD AGREEMENT

STD. 213 (NEW 02/98)

AGREEMENT NUMBER

M589589

1. This Agreement is entered into between the State Agency and the Contractor named below

STATE AGENCY'S NAME

California Workforce Investment Board

CONTRACTOR'S NAME

2. The term of this Agreement is:

3. The maximum amount \$  
of this Agreement is:

4. The parties agree to comply with the terms and conditions of the following exhibits which are by this reference made a part of the Agreement:

Exhibit A – Scope of Work	1	Page(s)
Attachment A-1 Specifications		Page(s)
Exhibit B – Budget Detail and Payment Provision	1	Page(s)
Attachment B-1 Budget Detail		Page(s)
Exhibit C – General Terms and Conditions	GTC304	
Exhibit D – Special Terms and Conditions	4	Page(s)
Exhibit E – Intellectual Property	7	Page(s)
Exhibit F – Confidentiality		Page (s)
Exhibit G – Resumes		

\*View at <http://www.ols.dgs.ca.gov/Standard+Language/default.htm>.

**IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.**

### CONTRACTOR

CONTRACTOR'S NAME (If other than an individual, state whether a corporation, partnership, etc.)

BY (Authorized Signature)



DATE SIGNED)

PRINTED NAME AND TITLE OF PERSON SIGNING

ADDRESS

### STATE OF CALIFORNIA

AGENCY NAME

California Workforce Investment Board

BY (Authorized Signature)



DATE SIGNED

PRINTED NAME AND TITLE OF PERSON SIGNING

Victoria L. Bradshaw, Acting Secretary, Labor and Workforce Development Agency

ADDRESS

777 12<sup>th</sup> Street, Ste. 200, MIC 45, Sacramento, CA 95814

CALIFORNIA  
Department of General Services  
Use Only

☐ Exempt per \_\_\_\_\_

**EXHIBIT A**  
**SCOPE OF WORK**

**SCOPE OF WORK**

1. This Agreement is entered into by and between the California Workforce Investment Board, hereinafter referred to as CWIB, and the successful bidder, hereinafter referred to as the Contractor, for the purpose of providing services to youth with disabilities and to Improve Transitional Outcomes for Youth with Disabilities.
2. The project representatives during the term of this agreement will be:

State Agency:	Contractor:
California Workforce Investment Board	
Attention: Margaret Mack	Attention:
Address: 777 12 <sup>th</sup> Street, Suite 200 Sacramento, CA 95814	Address:
Phone: (916) 324-3258	Phone:
Fax: (916) 324-3068	Fax:

3. Detailed description of work to be performed and duties of all parties is described in Attachment A-I, Specifications, which is attached herein as part of this Agreement.

**Exhibit A-1**  
**Specifications**

The Contractor will provide...



**Exhibit B**  
**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. Invoicing and Payment**

- A. For services satisfactorily rendered, and upon receipt and approval of the invoices, the State agrees to compensate the Contractor for actual expenditures incurred in accordance with the rates specified herein, which is attached as Attachment B-1 and made a part of this Agreement.
- B. Invoices shall include the Agreement Number and shall be submitted to:

California Workforce Investment Board  
777 12<sup>th</sup> Street, Suite 200  
Sacramento, CA 95814  
Attn: Teresa Gonzales

**2. Budget Contingency Clause**

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State, or offer an agreement amendment to Contractor to reflect the reduced amount.

**3. Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

**EXHIBIT B-1**  
**Budget DETAIL**

## EXHIBIT D SPECIAL TERMS AND CONDITIONS

### SPECIAL TERMS AND CONDITIONS

**1. Potential Subcontractors**

Nothing contained in this Agreement or otherwise, shall create any contractual relation between the State and any subcontractors, and no subcontract shall relieve the Contractor of his responsibilities and obligations hereunder. The Contractor agrees to be as fully responsible to the State for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

**2. Federal Nondiscrimination**

Contractor agrees to conform to nondiscrimination provisions of the Workforce Investment Act (WIA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37.

**3. Consultant - Staff Expenses**

The Contractor represents that it has or shall secure at its own expense, all staff required to perform the services described in this Agreement. Such personnel shall not be employees of or have any contractual relationship with any governmental entity.

**4. Public Contract Code**

Contractor is advised that he/she has certain duties, obligations, and rights under the Public Contract Code, Article 5, Sections 10355 - 10412, with which the Contractor should be familiar. A copy of these Public Contract Code sections has been previously supplied to Contractor for the Contractor's information.

**5. Contractor Evaluation**

Within sixty (60) days after the completion of this Agreement, the Contract Manager shall complete a written evaluation of Contractor's performance under this Agreement. If Contractor did not satisfactorily perform the work, a copy of the evaluation will be sent to the State Department of General Services, Office of Legal Services, and to Contractor within 15 working days of the completion of the evaluation. (PCC 10369)

**6. Settlement of Disputes**

In the event of a dispute between CWIB and the Contractor over any part of this Agreement, the dispute may be submitted to non-binding arbitration upon the consent of both CWIB and the Contractor. An election for arbitration pursuant to this provision shall not preclude either party from pursuing any remedy for relief otherwise available.

**7. Consultant Resumes**

Contracts of \$5,000 or more shall have attached, as part of the contract, a completed resume for each contract participant who will exercise a major administrative role or major police or consultant role on behalf of the Contractor (PCC 10371).

**8. Termination Clause**

This Agreement may be terminated by either party by giving written notice (30) days prior to the effective date of such termination.

**9. Advance Work**

Should the Contractor begin work before receiving a copy of the approved Agreement, any work performed before approval shall be considered as having been done at the Contractor's own risk and as a volunteer.

**10. Change in Contractor Staff**

Should a Contractor's team member(s) become unavailable prior to a start date agreed upon with the CWIB, the Contractor will propose an equally well-qualified replacement consultant after consultation with the CWIB. All replacements are subject to CWIB approval. Switching staff that were identified in the Contractor's proposal with alternates immediately, or soon thereafter, after execution of this Agreement, are grounds for termination of this contract.

CWIB has the right to request removal and/or replacement of Contractor resources.

**11. Priority Hiring Considerations**

Section 10353 of the Public Contract Code and give priority consideration in filling vacancies in positions funded by this contract to qualified recipients of aid in accordance with Section 11349 of the Welfare and Institutions Code.

Contractor shall immediately list with the appropriate local CWIB office all suitable employment openings in positions funded by this contract. The CWIB shall advise qualified recipients of aid of these openings and shall refer them to the Contractor within five working days from the listing of the openings.

**12. Contracts Funded By The Federal Government**

It is mutually understood between the parties that this contract may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the contract were executed after that determination was made.

This contract is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the Fiscal Year(s) covered by this agreement for the purposes of this program. In addition, this contract is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress, which may affect the provisions, terms, or funding of this contract in any manner.

It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this contract shall be amended to reflect any reduction in funds.

The CWIB has the option to void the contract under the 30-day cancellation clause or to amend the contract to reflect any reduction of funds.

The recipient shall comply with the Single Audit Act and the reporting requirements set forth in OMB Circular A-133.

### **13. Right To Terminate**

The State reserves the right to terminate this agreement subject to 30 days written notice to the Contractor. Contractor may submit a written request to terminate this agreement only if the State should substantially fail to perform its responsibilities as provided herein.

However, the agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the contract. In this instance, the contract termination shall be effective as of the date indicated on the State's notification to the Contractor.

This agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or State's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

### **14. Force Majeure**

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war and acts of god such as earthquakes, floods, and other natural disasters such that performance is impossible.

### **15. Workforce Investment Act**

Contractor agrees to conform to the provisions of the Workforce Investment Act (WIA) and the contract requirements as referenced in 29 CFR Part 95, Appendix A and 29 CFR, Part 97.36(i)(1-13).

### **16. Avoidance of Conflicts Of Interest By Contractor**

The Contractor agrees that all reasonable efforts will be made to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.

- A. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.
- B. In the event that the CWIB determines that a conflict of interest situation exists, any cost associated with the conflict may constitute grounds for termination of this agreement. This provision shall not be construed to prohibit the employment of persons with whom the Contractor's officers, agents, or employees have family, business or other ties so long as the employment of such persons does not result in increased costs over those associated with the employment of any other equally qualified applicant and such persons have successfully competed for employment with other applicants on a merit basis.
- C. Certain consultants designated by the CWIB's Conflict of Interest Code are required to file a Statement of Economic Interests, Form 700. The Contractor agrees that if the Director of CWIB determines that a Statement of Economic Interests, Form 700, is required, the consultant shall obtain the Form 700 and filing instructions from the CWIB's Personnel Office.

## **Exhibit E - INTELLECTUAL PROPERTY PROVISIONS**

### **1. FEDERAL FUNDING**

In any Contract funded in whole or in part by the federal government, the CWIB may acquire and maintain the Intellectual Property rights, title, and ownership, which result directly or indirectly from the Contract, except as provided in 37 Code of Federal Regulations part 401.14. However, pursuant to 29 CFR Section 97.34 the federal government shall have a royalty-free, non-exclusive, irrevocable, paid-up license throughout the world to use, duplicate, or dispose of such Intellectual Property throughout the world in any manner for governmental purposes and to have and permit others to do so.

### **2. OWNERSHIP**

- A. Except where the CWIB has agreed in a signed writing to accept a license, The CWIB shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all intellectual property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or the CWIB and which result directly or indirectly from this Contract.
- B. For the purposes of this Contract, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will, any data or information maintained, collected or stored in the ordinary course of business by the CWIB, and all other legal rights protecting intangible proprietary information as may exist now and/or hereafter come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
  - (1) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos, computer software and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. "Works" does not include articles submitted to peer review or reference journals or independent research projects.
- C. In the performance of this Contract, Contractor may exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Contract. In addition, under this Contract, Contractor may access and utilize certain of the CWIB's Intellectual Property in existence prior to the effective date of this Contract. Except as otherwise set forth herein, Contractor shall not use any of the CWIB's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of the CWIB. Except as otherwise set forth herein, neither the Contractor nor the CWIB shall give any ownership interest in or rights to its Intellectual Property to the other Party. If, during the term of this Contract, Contractor accesses any third-party Intellectual Property that is licensed to the CWIB, Contractor agrees to abide by all license and confidentiality restrictions applicable to the CWIB in the third-party's license agreement.

- D. Contractor agrees to cooperate with the CWIB in establishing or maintaining the CWIB's exclusive rights in the Intellectual Property, and in assuring the CWIB's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Contract, Contractor shall require the terms of the agreement(s) to include all Intellectual Property provisions contained in **paragraphs one through nine**. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to the CWIB all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or the CWIB and which result directly or indirectly from this Contract or any subcontract.
- E. Contractor further agrees to assist and cooperate with the CWIB in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce the CWIB's Intellectual Property rights and interests.

### 3. RETAINED RIGHTS / LICENSE RIGHTS

- A. Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the CWIB and which result directly or indirectly from this Contract, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Contract. Contractor hereby grants to the CWIB, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose of Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Contract, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- B. Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Contract, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of the CWIB or third party, or result in a breach or default of any provisions of **paragraphs one through nine** or result in a breach of any provisions of law relating to confidentiality.

### 4. COPYRIGHT

- A. Contractor agrees that for purposes of copyright law, all works (as defined in paragraph two of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Contract shall be deemed "works made for hire." Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Contract will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to the CWIB to any work product made, conceived, derived from, or reduced to practice by Contractor or the CWIB and which result directly or indirectly from this Contract.
- B. All materials, including, but not limited to, computer software, visual works or text, reproduced or distributed pursuant to this Contract that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the CWIB and which result directly or indirectly from this Contract may not be reproduced or disseminated without prior written permission from the CWIB.

## 5. PATENT RIGHTS

With respect to inventions made by Contractor in the performance of this Contract, which did not result from research and development specifically included in the Contract's scope of work, Contractor hereby grants to the CWIB a license as described under **paragraph three** for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Contract's scope of work, then Contractor agrees to assign to the CWIB, without additional compensation, all its right, title and interest in and to such inventions and to assist the CWIB in securing United States and foreign patents with respect thereto.

## 6. THIRD-PARTY INTELLECTUAL PROPERTY

Except as provided herein, Contractor agrees that its performance of this Contract shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining the CWIB's prior written approval; and (ii) granting to or obtaining for the CWIB's, without additional compensation, a license, as described in **paragraph three**, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Contract. If such a license upon these terms is unattainable, and the CWIB determines that the Intellectual Property should be included in or is required for Contractor's performance of this Contract, Contractor shall obtain a license under terms acceptable to the CWIB.

## 7. WARRANTIES

A. Contractor represents and warrants that:

- (1) It has secured and will secure all rights and licenses necessary for its performance of this Contract.
- (2) Neither Contractor's performance of this Contract, nor the exercise by either Party of the rights granted in this Contract, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the CWIB and which result directly or indirectly from this Contract will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (3) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (4) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
- (5) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to the CWIB in this Contract.
- (6) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation or maintenance of computer software in violation of copyright laws.



(7) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Contract.

B. THE CWIB MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS CONTRACT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

#### 8. INTELLECTUAL PROPERTY INDEMNITY

A. Contractor shall indemnify, defend and hold harmless the CWIB and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of the CWIB's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or the CWIB and which result directly or indirectly from this Contract. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Contract. The CWIB reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against the CWIB.

B. Should any Intellectual Property licensed by the Contractor to the CWIB under this Contract become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve the CWIB's right to use the licensed Intellectual Property in accordance with this Contract at no expense to the CWIB. The CWIB shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for the CWIB to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, the CWIB may be entitled to a refund of all monies paid under this Contract, without restriction or limitation of any other rights and remedies available at law or in equity.

C. Contractor agrees that damages alone would be inadequate to compensate the CWIB for breach of any term of this Intellectual Property provisions contained in **paragraphs one through nine** by Contractor. Contractor acknowledges the CWIB would suffer irreparable harm in the event of such breach and agrees the CWIB shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

9. SURVIVAL

The provisions set forth herein shall survive any termination or expiration of this Contract or any project schedule.

## Confidentiality Statement

### Exhibit F

Information Resources maintained by the State of California Workforce Investment Board (CWIB) and provided to your business may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from unauthorized use, disclosure, modification, and destruction. The CWIB strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

**You agree to protect the following types of confidential and sensitive information:**

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (instructional manuals)

**You agree to protect CWIB's Information Resources by:**

- Accessing or modifying CWIB supplied information only as specified in the Contract.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from your work site without authorization.

You have a responsibility to know the classification of the information you are working with. Refer any questions about the classification of the CWIB client information (public, sensitive, confidential) to the Contractor's staff person responsible for security and confidentiality of the CWIB data.

**Unauthorized access, use, modification, or disclosure of confidential information is a crime under state and federal laws, including but not limited to §1798.20 ET. Seq. of the California Civil Code; § 502 of the California Penal Code; and § 2111 of the California Unemployment Insurance Code. The penalties for unauthorized access, use, modification, or disclosure may include any or all of the following:**

- Civil action—*fines and/or dismissal*
- Criminal—*fines and/or incarceration*
- Administrative –*loss of employment, salary reduction or demotion*

You are reminded that these guidelines are designed to protect everyone's right to privacy, including your own.

**"I certify that I have read the confidentiality statement printed above. I further certify and understand that unauthorized access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me."**

\_\_\_\_\_  
Print Full Name (last, first, MI)

**CWIB**

\_\_\_\_\_  
Print Governmental Agency (Project Sponsor)

\_\_\_\_\_  
Print Contractor Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date Signed

Check the appropriate box:

- |  |                                    |
|--|------------------------------------|
| <input type="checkbox"/> Employee      | <input type="checkbox"/> Student   |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Volunteer |

**Exhibit G**  
**Resumes**



## ATTACHMENT 2 - CCC-304 CERTIFICATION

### CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

<i>Contractor/Bidder Firm Name (Printed)</i>		<i>Federal ID Number</i>
<i>By (Authorized Signature)</i>		
<i>Printed Name and Title of Person Signing</i>		
<i>Date Executed</i>	<i>Executed in the County of</i>	

### CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,
- 2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 ET seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (PCC 10296) (Not applicable to public entities.)

4. UNION ORGANIZING: Contractor hereby certifies that no request for reimbursement, or payment under this agreement, will seek reimbursement for costs incurred to assist, promote or deter union organizing. (GC 16645-16649)

5. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

6. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

7. SWEATFREE CODE OF CONDUCT:

a. For all contracts, Contractor hereby certifies that it will comply with the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at [www.dir.ca.gov](http://www.dir.ca.gov), and with all other requirements of Public Contract Code Section 6108.

b. Contractor hereby certifies that no apparel, garments or corresponding accessories or equipment, material and supplies to be laundered, furnished or produced in whole or in part pursuant to this contract, are the result of sweatshop labor, forced labor or convict labor per Public Contract Code Section 6108.

8. DOMESTIC PARTNERS: Commencing on July 1, 2004 Contractor certifies that it is in compliance with Public Contract Code Section 10295.1 with regard to benefits for domestic partners. For any contracts executed or amended, bid packages advertised or made available, or sealed bids received on or after July 1 2004 and prior to January 1, 2007, a contractor may require an employee to pay the costs of providing additional benefits that are offered to comply with PCC 10295.1.

## DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

### Current State Employees (PCC 10410)

- 1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.
- 2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

### Former State Employees (PCC 10411)

- 1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.
- 2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (PCC 10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (PCC 10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 ET seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.



5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other government entity.

**ATTACHMENT 3- PAYEE DATA RECORD**  
**STATE OF CALIFORNIA – DEPARTMENT OF FINANCE**  
**PAYEE DATA RECORD**

(Required when receiving payment from the State of California in lieu of IRS W-9)  
STD. 204 (Rev. 6-2003)

<b>①</b>	<b>INSTRUCTIONS:</b> Complete all information on this form. Sign, date, and return to the State agency (department/office) address shown at the bottom of this page. Prompt return of this fully completed form will prevent delays when processing payments. Information provided in this form will be used by State agencies to prepare information Returns (1099). See reverse side for more information and Privacy Statement. <b>NOTE:</b> Government entities, federal, State, and local (including school districts), are not required to submit this form.																																																																																																															
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<b>⑤</b>	<p style="text-align: center;">I hereby certify under penalty of perjury that the information provided on this document is true and correct. Should my residency status change, I will promptly notify the State agency below.</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td colspan="2"><b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)</td> <td><b>TITLE</b></td> </tr> <tr> <td><b>SIGNATURE</b></td> <td><b>DATE</b></td> <td><b>TELEPHONE</b></td> </tr> </table>			<b>AUTHORIZED PAYEE REPRESENTATIVE'S NAME</b> (Type or Print)		<b>TITLE</b>	<b>SIGNATURE</b>	<b>DATE</b>	<b>TELEPHONE</b>																																																																																																							
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<b>⑥</b>	<p>Please return completed form to:</p> <p style="margin-left: 40px;">Department/Office: _____</p> <p style="margin-left: 40px;">Unit/Section: _____</p> <p style="margin-left: 40px;">Mailing Address: _____</p> <p style="margin-left: 40px;">City/State/Zip: _____</p> <p style="margin-left: 40px;">Telephone: (    ) _____ Fax: (    ) _____</p> <p style="margin-left: 40px;">E-mail Address: _____</p>																																																																																																															

STATE OF CALIFORNIA – DEPARTMENT OF FINANCE

**PAYEE DATA RECORD**

STD. 204 (Rev. 6-2003) (REVERSE)

<b>1</b>	<p><b><u>Requirement to Complete Payee Date Record, STD. 204</u></b></p> <p>A completed Payee Date Record, STD. 204, is required for payment to all non-governmental entities and will be kept on file at each State agency. Since each State agency with which you do business must have a separate STD. 204 on file, it is possible for a payee to receive this form from various State agencies.</p> <p>Payees who do not wish to complete the STD. 204 may elect not to do business with the State. If the payee does not complete the STD. 204 and the required payee data is not otherwise provided, payment may be reduced for federal backup withholding and nonresident State income tax withholding. Amounts reported on Information Returns (1099) are in accordance with the Internal Revenue Code and the California Revenue and Taxation Code.</p>								
<b>2</b>	<p>Enter the payee's legal business name. Sole proprietorships must also include the owner's full name. An individual must list his/her full name. The mailing address should be the address at which the payee chooses to receive correspondence. Do not enter payment address or lock box information here.</p>								
<b>3</b>	<p>Check the box that corresponds to the payee business type. Check only one box. Corporations must check the box that identifies the type of corporation. The State of California requires that all parties entering into business transactions that may lead to payment(s) from the State provide their Taxpayer Identification Number (TIN). The TIN is required by the California Revenue and Taxation Code Section 18646 to facilitate tax compliance enforcement activities and the preparation of Form 1099 and other information returns as required by the Internal Revenue Code Section 6109(a).</p> <p>The TIN for individuals and sole proprietorships is the Social Security Number (SSN). Only partnerships, estates, trusts, and corporations will enter their Federal Identification Number (FEIN).</p>								
<b>4</b>	<p><b><u>Are you a California resident or nonresident?</u></b></p> <p>A corporation will be defined as a "resident" if it has a permanent place of business in California or is qualified through the Secretary of State to do business in California</p> <p>A partnership is considered a resident partnership if it has a permanent place of business in California. An estate is a resident if the decedent was a California resident at time of death. A trust is a resident if a least one trustee is a California Resident.</p> <p>For individuals and sole proprietors, the term "resident" includes every individual who is in California for other than a temporary or transitory purpose and any individual domiciled in California who is absent for a temporary or transitory purpose. Generally, an individual who come to California for a purpose that will extend over a long or indefinite period will be considered a resident. However, an individual who comes to perform a particular contract of short duration will be considered a nonresident.</p> <p>Payments to all nonresidents may be subject to withholding. Nonresident payees performing services in California or receiving rent, lease, or royalty payments from property (real or personal) located in California will have 7% of their total payments withheld for State income taxes. However, no withholding is required if total payments to the payee are \$1,500 or less for the calendar year.</p> <p>For information on Nonresident Withholding, contact the Franchise Tax Board at the numbers listed below:</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 40%;">Withholding Services and Compliance Section:</td> <td style="width: 20%;">1-888-792-4900</td> <td style="width: 20%;">E-mail address:</td> <td style="width: 20%;"><a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a></td> </tr> <tr> <td>For hearing impaired with TDD call:</td> <td>1-800-822-6268</td> <td>Website:</td> <td><a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a></td> </tr> </table>	Withholding Services and Compliance Section:	1-888-792-4900	E-mail address:	<a href="mailto:wscs.gen@ftb.ca.gov">wscs.gen@ftb.ca.gov</a>	For hearing impaired with TDD call:	1-800-822-6268	Website:	<a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>
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For hearing impaired with TDD call:	1-800-822-6268	Website:	<a href="http://www.ftb.ca.gov">www.ftb.ca.gov</a>						
<b>5</b>	<p>Provide the name, title, signature, and telephone number of the individual completing this form. Provide the date the form was completed.</p>								
<b>6</b>	<p>This section must be completed by the State agency requesting the STD. 204.</p>								
	<p><b><u>Privacy Statement</u></b></p> <p>Section 7(b) of the Privacy Act of 1974 (Public Law 93-579) required that any federal, State, or local government agency, which requests and individual to disclose their social security account number, shall inform that individual whether that disclosure is mandatory or voluntary, by which statutory or other authority such number is solicited, and what uses will be made of it.</p> <p>It is mandatory to furnish the information requested. Federal law requires that payment for which the requested information is not provided is subject to federal backup withholding and State law imposes noncompliance penalties of up to \$20,000.</p> <p>You have the right to access records containing your personal information, such as your SSN. To exercise that right, please contact the business services unit or the accounts payable unit of the State agency(ies) with which you transact that business.</p> <p>All questions should be referred to the requesting State agency listed on the bottom front of this form.</p>								